called were taxpayers of the city and were challenged on the ground of interest. *Held*, that the taxpayers of a city are not disqualified on the ground of interest. *Detroit* v. *Detroit Railway Co.* (1903),—Mich—95 N. W. Rep. 992.

The common law upon this subject has not been changed in Michigan. The decision is based upon (1) the following decisions where the common law was in force: *Kemper* v. *Louisville*, 77 Ky. 94; *Marshall* v. *McAllister*, 18 Tex. Civ. App. 160, 43 S. W. 1043; *Rathbun* v. *Thurston Co.* 8 Wash. 238, 35 Pac. 1102; *Jackson* v. *Pool*, 91 Tenn. 448, 19 S. W. 324; *Eastman* v. *Commr's*, 119 N. C. 505, 26 S. E. 39; *Omaha* v. *Olmstead*, 5 Neb. 446; *Commr's* v. *Lytle*, 3 Ohio, 290; (2) the fact that by statute judges and jurors are excluded on the same grounds, and that it has been the uniform practice in Michigan for judges to sit in cases involving the rights of the municipality in which the judge is a taxpayer. Whatever may be thought of this latter reasoning, by the overwhelming weight of authority both at the common law and under statutes declaring interest a disqualification, a taxpayer is incompetent as a juror in an action in which the municipality has a financial interest. THOMPSON AND MERRIAM ON JURIES, § 179; ABBOTT'S CIVIL JURY TRIALS, p. 58; THOMPSON ON TRIALS, § 63; *Hesketh* v. *Braddock*, (leading case) 3 Burr. 1847; *Robinson* v. *Wilmington*, 8. Houst. (Del.) 409, 32 Atl. 347; *Goshen* v. *England*, 119 Ind. 368, 21 N. E. 977; *Cason* v. *Ottumwa*, 102 Iowa 99, 71 N. W. 192; *Kansas City* v. *Kirkham*, 9 Kan. App. 236, 59 Pac. 675; *Peck* v. *Essex Co.*, 21 N. J. L. 656; *Diveny* v. *Elmira*, 51 N. Y. 506; *Guthrie* v. *Shafter*, 7 Okl. 459, 54 Pac. 698; *Watson* v. *Tripp*, 11 R. I. 98, 23 Am. Rep. 420; and many others to the same effect. Such disqualification can be removed only by express statute which should be strictly construed. Section 2468, Mich. Comp. Laws, 1897, provides that electors and inhabitants of a county shall be competent jurors in suits in which the county is interested, and by § 10226, in penal actions to recover any sum, a taxpayer in the county, city or village is a competent juror. It is submitted that it would have been very easy for the legislature to have gone the remaining step if it had wished to abolish entirely the common law rule. Under this ruling there seems to have been no need for the statute above mentioned. This common law disqualification has now been removed, to a greater or less extent, in perhaps half of the states.

LAND CONTRACT—DESCRIPTION— AREA OF HIGHWAYS INCLUDED—AGREEMENT AGAINST INCUMBRANCES.—The executors of W, contracted to convey a farm to A, free and clear of incumbrances to be paid for by the acre according to a survey to be made. The land was crossed by streets which were not expressly excepted as incumbrances. In a suit to foreclose a purchase money mortgage on the property given by A, *Held*, that the area of highways included in the tract should be included in determining the amount of the consideration. *Beach* v *Hudson River Land Co.* (1903),—N. J. Eq.—56 Atl. Rep. 157.

Where the intention of the parties as to boundaries is not clear from the words used, courts have adopted rules of interpretation. One frequently resorted to is where a street is called for as a boundary, the middle line of the street is always intended unless the contrary plainly appears. *Paine's Ex.* v. *Consumers' Storage Co.* 71 Fed. Rep. 627. It follows as a corollary to this rule that the grant of a tract of land to be paid for by the acre includes the land in highways cutting or bounding it. *Firmstone* v. *Spaeter*, 150 Pa. St, 616. But if a highway is an incumbrance (*Huyck* v. *Andrews*, 113 N. Y. 81, 90, *Hubbard* v. *Norton*, 10 Conn. 423,) and the parties knew it to be such, it would seem in the principal case

when the parties agreed that the land should be granted free and clear of all incumbrances and they did not expressly except the highways that they did not intend the areas within the highways should be included. The court, however, thought differently saying that the agreement to convey the land free from incumbrances would, at best, only entitle the grantee to a reduction from the purchase money to the amount the existence of the highway reduced the value of the tract.

LEASE—DESCRIPTION—UNCERTAINTY—PAROL EVIDENCE.—G, possessed a lease which granted him the right to quarry stone from a parcel of land "beginning 80 rods easterly of the south-west part of my farm, and extending northerly to the north line of land owned by me, 80 rods east of the land shore." In a suit by G, against X, for compensation for stone taken from land which G, claimed was covered by the lease, *Held*, (1) that the lease was void for uncertainty of description of the point of beginning, and (2) that parol evidence was inadmissible to show what land the parties intended to include therein. *Goodsell* v. *Rutland Canadian Ry. Co.* (1903), —Vt.—56 Atl. Rep. 7.

The lack of a definite starting point of boundary has frequently rendered descriptions of land void for uncertainty. *La Franc* v. *Richmond*, 5 Sawyer 601; *Pry* v. *Pry*, 109 Ill. 466; *Edens* v. *Miller*, 147 Ind. 208. And parol evidence cannot be introduced to aid in showing what the parties intended by a description so inherently insufficient. *Gaston* v. *Weir*, 74 Ala.193; *McRoberts* v. *McArthur*, 62 Minn. 310. But the rule requiring certainty of description is not to be understood as excluding parol evidence altogether. Extrinsic evidence may always be introduced to apply the description to the earth to locate the land described. *Cox* v. *Hart*, 145 U. S. 376; *Mead* v. *Parker*, 115 Mass. 413.

MASTER AND SERVANT—TORT OF THE SERVANT—MASTER'S LIABILITY. —Ford, a night watchman authorized by the defendant to arrest trespassers in the yards of the defendant at East Rome, arrested the plaintiff for attempting to steal a ride. On the way to the calaboose of the town the prisoner broke away and ran. The night was dark and Ford fired in the direction the plaintiff was running for the purpose of frightening him and causing him to stop. The bullet struck the plaintiff's leg and as a result of the wound the leg was amputated. In an action against the defendant for the injury, *Held*, the plaintiff could recover. *Southern Railway Co.* v. *James* (1903),—Ga.—45 S. E. Rep. 303.

The court found that Ford's act in firing in the direction of the prisoner was "negligent, wanton and reckless," yet within the scope of his authority. The principal defenses were that Ford had no authority to imprison the plaintiff and that the act of shooting the prisoner was a crime and therefore an act that could not be authorized. But it was held that the authority to imprison necessarily followed from the power to arrest and that the shooting was the means adopted by the servant in executing a lawful act authorized by the master—the civil liability of the master remaining unaffected by the criminal act of the servant. *Nobelsville, etc., Road* v. *Gause*, 76 Ind. 142, 40 Am. Rep. 224 and note; *Smith* v. *L. & N. Rd. Co.* 95 Ky. 11, 22 L. R. A. 72; *Howe* v. *Newmarch*. 12 Allen 49; *McManus* v. *Crickett*, 1 East 106; *Moore* v. *Sanborn*, 2 Mich 519, 59 Am. Dec. 209; *Williams* v. *Brooklyn Dist. Tel. Co.*, 33 N. Y. Sup. 849; *Golden* v. *Newbrand*, 52 Ia. 59, 35 Am. Rep. 257; *Candiff* v. *L. N. etc. Ry. Co.*, 42 La. Ann. 477. See POLLOCK ON TORTS (6th ed.) pp. 83–89 for a discussion of some close cases on the subject of the master's liability.